

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

CIXISHIHUALONGDIANZIYOUXIANGONGSI Case No.: 2:25-cv-01313  
d/b/a TYKOR,

Plaintiff,

v.

SEVEN SPARTA CORP.,

Defendant.

**COMPLAINT FOR DECLARATORY  
JUDGMENT OF NON-INFRINGEMENT,  
INVALIDITY, AND  
UNENFORCEABILITY  
AND FOR TORTIOUS INTERFERENCE  
WITH PROSPECTIVE ECONOMIC  
ADVANTAGE AND VIOLATIONS OF  
THE WASHINGTON PATENT TROLL  
PREVENTION ACT AND CONSUMER  
PROTECTION ACT**

**DEMAND FOR A JURY TRIAL**

COMPLAINT FOR DECLARATORY JUDGMENT  
CASE No.: 2:25-CV-01313

ALIGHT LAW P.C.  
4202 MERIDIAN ST  
STE 105-313  
BELLINGHAM, WA 98226  
TELEPHONE: (650) 468-0560

**COMPLAINT**

Plaintiff CIXISHIHUALONGDIANZIYOUXIANGONGSI, doing business as TYKOR (“TYKOR” or “Plaintiff”), by and through its undersigned counsel, hereby brings this Complaint for Declaratory Judgment against Defendant SEVEN SPARTA CORP. (“Defendant” or “Seven Sparta”), and alleges as follows:

**NATURE OF THE ACTION**

1. This is an action that seeks various forms of relief due to Defendant’s bad faith assertions of patent infringement against Plaintiff.

2. This is an action for: (i) a declaratory judgment of patent invalidity of U.S. Design Patent No. D906,229 (the “’229 Patent” or the “Claimed Design”); (ii) a declaratory judgment of non-infringement of the ’229 Patent, pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, and the patent laws of the United States, including Title 35 of the United States Code; and (iii) tortious interference with prospective economic advantage and/or contractual relationships. A true and correct copy of the ’229 Patent is attached hereto as Exhibit 1.

3. This is also an action for a judgment that Defendant has violated Revised Code of Washington (“RCW”) 19.350 et seq. (the Patent Troll Prevention Act) (the “PTPA”) and RCW 19.86 et seq. (the Washington State Consumer Protection Act) (the “CPA”) by making bad faith assertions of patent infringement.

4. Defendant has asserted baseless claims that the Non-Infringing Cup Holder Expander infringes the ’229 Patent, which directly led to Amazon’s wrongful removal of the Non-Infringing Cup Holder Expander listing—a car cup holder expander sold under the TYKOR brand, identified by ASIN B0C7SVNF9H (the “Non-Infringing Cup Holder Expander”). As a result, Plaintiff has

1 suffered significant commercial harm. Defendant's infringement allegations are without merit and  
2 unsupported by any reasonable analysis. Judgment is therefore also appropriately entered in  
3 Plaintiff's favor and against Defendant under the PTPA and the CPA.

4 **PARTIES**

5 5. Plaintiff CIXISHIHUALONGDIANZIYOUXIANGONGSI is a limited liability  
6 company organized under the laws of the People's Republic of China, with its principal place of  
7 business at No. 139, Henghe South River, Henghe Town, Cixi City, Zhejiang Province, China  
8 315318.

9 6. Upon information and belief, Defendant SEVEN SPARTA CORP. is a corporation  
10 organized under the laws of the United States, with its principal place of business at 800 East  
11 Campbell Road, Suite 199, Richardson, Texas 75081.

12 **JURISDICTION AND VENUE**

13 7. This action arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202,  
14 and the patent laws of the United States, 35 U.S.C. § 1 et seq.

15 8. This action also arises under the PTPA enacted by the State of Washington at RCW  
16 19.350 et seq., prohibiting bad faith assertion of patent infringement, and RCW 19.86 et seq., the  
17 CPA.

18 9. This court has original jurisdiction over the subject matter of this action pursuant to 28  
19 U.S.C. §§ 1331, 1338, 2201, and 2202.

20 10. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiff's state  
21 law PTPA, CPA, and other state claims alleged against Defendant, as those claims arise out of the  
22 same case or controversy as its declaratory judgment claim for which this Court has original  
23

1 jurisdiction.

2 11. Further, Plaintiff has standing to bring this action under the Declaratory Judgment Act,  
3 28 U.S.C. § 2201, because a real and immediate controversy exists between Plaintiff and  
4 Defendant. Defendant filed a patent infringement complaint with Amazon accusing Plaintiff of  
5 infringing the '229 Patent, which led to the removal of Plaintiff's key product listings. As a result,  
6 Plaintiff has suffered serious harm, including loss of sales, reputational damage, and disruption of  
7 its primary U.S. sales channel. These facts create a reasonable apprehension that Defendant will  
8 continue to take enforcement actions against Plaintiff. Declaratory relief is necessary to confirm  
9 that the Non-Infringing Cup Holder Expander does not infringe any valid claim of the '229 Patent  
10 and to require Defendant to retract its baseless Amazon complaint.

11 12. This Court has personal jurisdiction over Defendant because Defendant purposefully  
12 directed its conduct at Washington by initiating a patent infringement complaint with Amazon,  
13 which resulted in the removal of the Non-Infringing Cup Holder Expander listings. Plaintiff's  
14 claims arise directly from Defendant's use of the patent infringement complaint program to  
15 effectuate delisting through Amazon.com, whose principal place of business is located in this  
16 District.

17 13. As widely known, Amazon's principal place of business is in Seattle, Washington, and  
18 on information and belief, Amazon administers the patent infringement complaint program in  
19 whole or in part from its Seattle offices. By choosing to initiate the patent infringement complaint  
20 process through Amazon, Defendant agreed to litigate related matters in this District and should  
21 reasonably expect to face litigation in this district.

22 14. In addition, Defendant's improper patent infringement complaint submitted through  
23

1 Amazon wrongfully caused the removal of Plaintiff's Non-Infringing Cup Holder Expander,  
2 thereby unlawfully disrupting Plaintiff's ongoing and continuous commercial activities—  
3 specifically the marketing and sale of that product—within this District. Defendant's conduct was  
4 expressly aimed at this District, where Amazon is headquartered and where Plaintiff's sales  
5 activities were being carried out. As a result, Defendant's actions caused foreseeable harm to  
6 Plaintiff's business interests in this District. Accordingly, Defendant is subject to personal  
7 jurisdiction in this District.

8 15. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c) because a substantial  
9 part of the events giving rise to this action occurred in this District and because Defendant is  
10 subject to personal jurisdiction here. In particular, Defendant's wrongful prosecution of the patent  
11 infringement complaint through Amazon, headquartered in Seattle, directly caused the harm at  
12 issue.

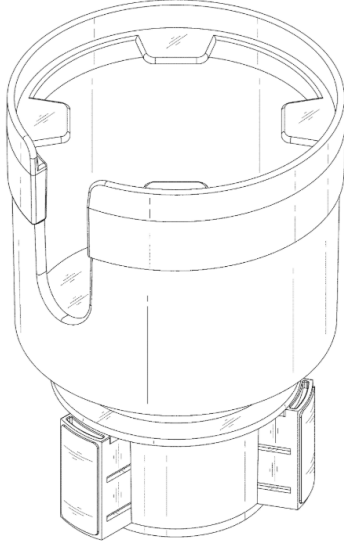
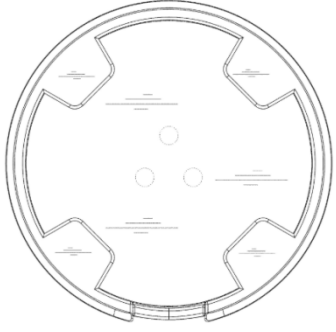
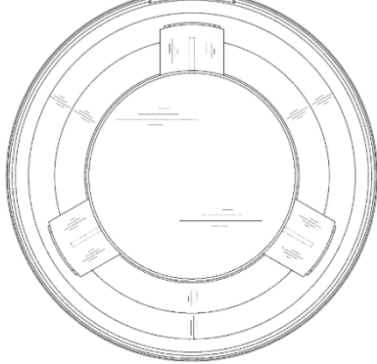
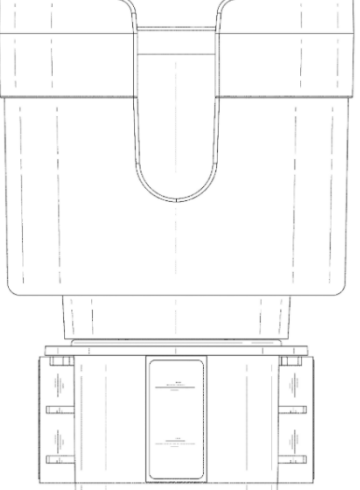
### 13 **FACTUAL BACKGROUND**

#### 14 **A. The '229 Patent**

15 16. Defendant is the named applicant and current owner of U.S. Design Patent No.  
16 D906,229 (the "'229 Patent").

17 17. The '229 Patent is entitled "VEHICLE CUP HOLDER EXPANDER." It was filed  
18 on July 13, 2020, and issued on December 29, 2020.

19 18. The '229 Patent contains a single claim directed to the ornamental design of a vehicle  
20 cup holder expander. The claimed design is illustrated in the figures of the patent, representative  
21 views of which are reproduced below:

 <p>FIG. 1</p>	 <p>FIG. 6</p>
<p>The '299 Patent - Perspective view</p>	<p>The '299 Patent - Top view</p>
 <p>FIG. 7</p>	 <p>FIG. 2</p>
<p>The '299 Patent - Bottom view</p>	<p>The '299 Patent - Front view</p>

19. According to the publicly available records of the United States Patent and Trademark Office, the '229 Patent does not claim priority to any domestic or foreign application

and is not a continuation of any prior filing. Its earliest effective filing date is July 13, 2020.

20. Prior to that date, multiple products disclosing substantially similar and same ornamental designs for vehicle cup holder expanders had already entered the marketplace and were publicly available.

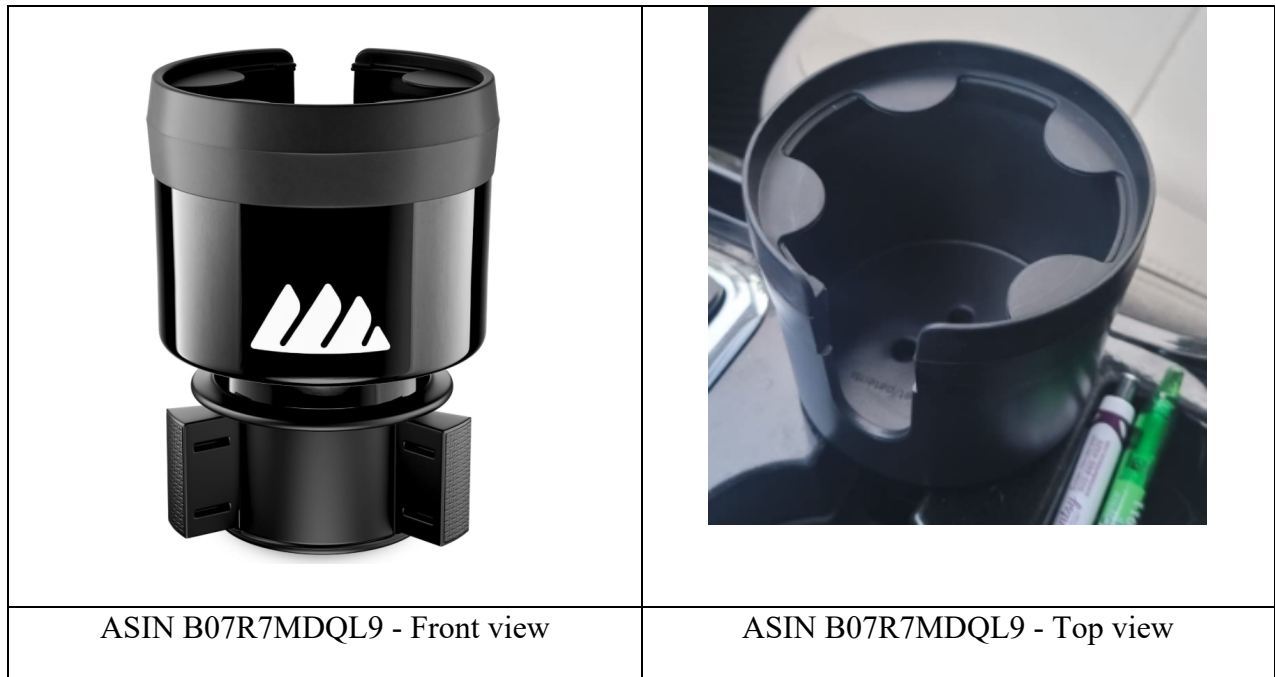
21. For example, a product sold under Amazon ASIN B0752DZ1SB ( the “Swigzy Product”), titled “Swigzy Car Cup Holder Expander Adapter Adjustable,” was publicly listed and reviewed on Amazon.com at least as early as August 22, 2017<sup>1</sup> — almost three year before the effective filing date of the ’229 Patent. *See* Exhibit 2.



22. A product sold under Amazon ASIN B07R7MDQL9 (the “Integral Product”), titled “Integral Hydro Expander,” was publicly listed and reviewed on Amazon.com at least as

<sup>1</sup> See [https://www.amazon.com/Swigzy-Holder-Expander-Adapter-Adjustable/dp/B0752DZ1SB/ref=sr\\_1\\_1?dib=eyJ2IjojMSJ9.mYF35Xg8BR8ugk4utP7W5A.ZUng8eguNtbhZgzHliMD-VP88JKD9S\\_ecrQ18Jwrrerl&dib\\_tag=se&keywords=B0752DZ1SB&qid=1752313409&sr=8-1&th=1](https://www.amazon.com/Swigzy-Holder-Expander-Adapter-Adjustable/dp/B0752DZ1SB/ref=sr_1_1?dib=eyJ2IjojMSJ9.mYF35Xg8BR8ugk4utP7W5A.ZUng8eguNtbhZgzHliMD-VP88JKD9S_ecrQ18Jwrrerl&dib_tag=se&keywords=B0752DZ1SB&qid=1752313409&sr=8-1&th=1), last visit on July 12, 2025.

early as June 11, 2019<sup>2</sup> — more than one year before the effective filing date of the '229 Patent. See Exhibit 3.



23. A product sold under Amazon ASIN B07PMHPJF, branded as “Seven Sparta,” was publicly offered for sale on Amazon.com as early as March 13, 2019.<sup>3</sup> See Exhibit 4. The listing storefront is identified as “Auto Off-roading,” operated by TOPFIRE LIMITED. As shown below, the product is visually identical to the design claimed in the '229 Patent. See also the image-containing review under the ASIN B07PMHPJF, attached hereto as Exhibit 5.

<sup>2</sup> See [https://www.amazon.com/gp/customer-reviews/R35FB3N6YI6PLJ/ref=cm\\_cr\\_getr\\_d\\_rvw\\_ttl?ie=UTF8&ASIN=B07R7MDQL9](https://www.amazon.com/gp/customer-reviews/R35FB3N6YI6PLJ/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8&ASIN=B07R7MDQL9), last visit on July 12, 2025.

<sup>3</sup> See [https://www.amazon.com/Expander-Organizer-Adjustable-Nalgene-Ramblers/dp/B07PMHPJF/ref=sr\\_1\\_1?dib=eyJ2IjojMSJ9.Q3lJzfe\\_8dq4pbtLR6CP2Q.IBUnf3au1Wh\\_C9BaAW9i6mpS-CXqSgDGOM3HSI5RE\\_0&dib\\_tag=se&keywords=B07PMHPJF&qid=1752310628&sr=8-1&th=1](https://www.amazon.com/Expander-Organizer-Adjustable-Nalgene-Ramblers/dp/B07PMHPJF/ref=sr_1_1?dib=eyJ2IjojMSJ9.Q3lJzfe_8dq4pbtLR6CP2Q.IBUnf3au1Wh_C9BaAW9i6mpS-CXqSgDGOM3HSI5RE_0&dib_tag=se&keywords=B07PMHPJF&qid=1752310628&sr=8-1&th=1), last visit on July 12, 2025.





B07PMHPJF - Perspective view



B07PMHPJF - Top view

24. If this product was not sold by or on behalf of Defendant, then the '229 Patent merely copies a preexisting design that had already been introduced to the marketplace. The claimed design lacks originality and should never have been patented.

25. If this product was sold by or on behalf of Defendant, then the commercial exploitation of the claimed design more than one year before the effective filing date triggers the on-sale bar under 35 U.S.C. § 102(b). Defendant's knowing failure to disclose such prior art, despite its awareness of the earlier public use, constitutes inequitable conduct. Defendant's pursuit of patent protection in the face of such prior disclosures reflects a deliberate and knowing abuse of the patent system.

#### **B. Defendant's Bad-Faith Enforcement**

27. As a result of the complaint, on June 23, 2025, Amazon removed Plaintiff's listing from its platform. See Exhibit 6. Plaintiff's access to U.S. consumers was effectively terminated, and the takedown disrupted its commercial operations.

28. The Non-Infringing Cup Holder Expander has been unavailable on Amazon since the takedown and remains suppressed, causing commercial harm including lost sales, loss of visibility, and potential removal of unsold inventory under Amazon’s fulfillment policies.

29. On information and belief, this is not the first time Defendant has engaged in bad-faith patent enforcement on Amazon. Defendant previously submitted repeated complaints on September 11, 2024, and September 14, 2024, alleging infringement of U.S. Design Patent No. D1,012,819 against the Non-Infringing Cup Holder Expander listed under ASINs B0C7SVNF9H, B0CQ1SK2MB, and B0C7SSRR5J. Those complaints also resulted in the temporary removal of Plaintiff's listings by Amazon. Although the listings were eventually reinstated following Plaintiff's successful appeals, the takedowns at the time caused significant disruption and commercial losses.

**DECLARATORY JUDGMENT OF PATENT INVALIDITY AND**

24 COMPLAINT FOR DECLARATORY JUDGMENT  
CASE No.: 2:25-cv-01313

PAGE NO 10 OF 27


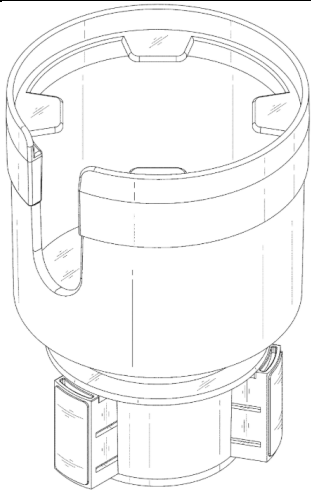

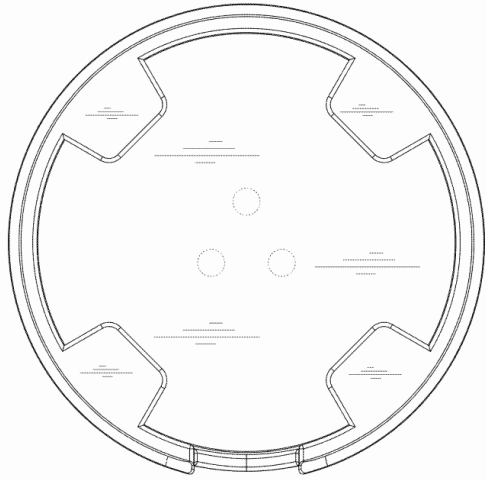
1           30. Plaintiff incorporates by reference the preceding paragraphs as if fully set forth  
2 herein.

3           31. The '229 Patent is invalid for failing to comply with at least the conditions of  
4 patentability set forth in 35 U.S.C. § 102. Prior to its filing date, the claimed design had already  
5 been disclosed in multiple instances of prior art.

6           32. For example, the claimed design was anticipated by prior arts that was publicly  
7 disclosed and in commercial use in the United States more than one year before the patent's earliest  
8 effective filing date of July 13, 2020.

9           33. For example, the prior art includes, at a minimum, the "Swigzy Car Cup Holder  
10 Expander Adapter Adjustable," sold on Amazon.com under ASIN B0752DZ1SB, which was  
11 publicly available as early as August 22, 2017. *See* Exhibit 2.

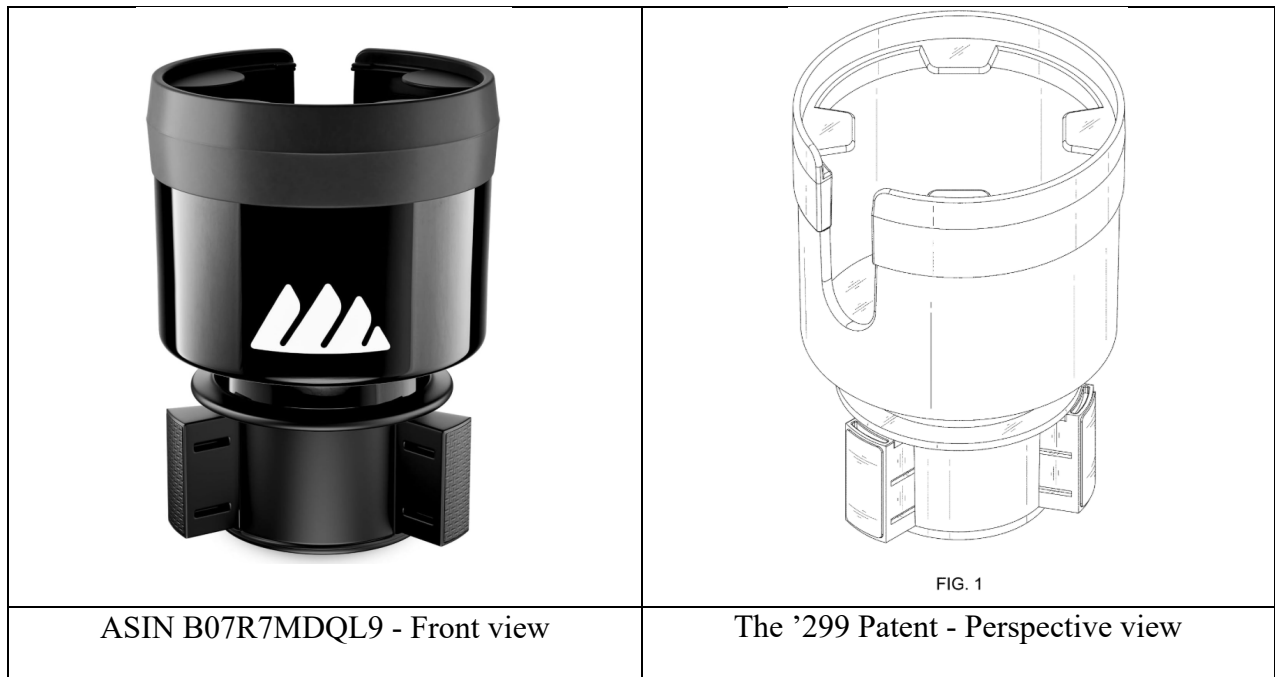
12           34. The ASIN B0752DZ1SB design embodied in the Swigzy Product includes the same  
13 overall cylindrical structure, expandable base, surface grooves, and rim-mounted protrusions as  
14 claimed in the '229 Patent. A side-by-side comparison of the Swigzy Product and the figures of  
15 the '229 Patent reveals that the two designs are substantially identical.

	 <p>FIG. 1</p>
<p>ASIN B0752DZ1SB - Front view</p>	<p>The '299 Patent - Perspective view</p>
	
<p>ASIN B0752DZ1SB - Top view</p>	<p>The '299 Patent - Top view</p>

35. For example, a product sold under Amazon ASIN B07R7MDQL9 (the “Integral Product”), titled “Integral Hydro Expander,” was publicly listed and reviewed on Amazon.com at

1 least as early as June 11, 2019<sup>4</sup> — more than one year before the effective filing date of the '229  
 2 Patent. *See* Exhibit 3.

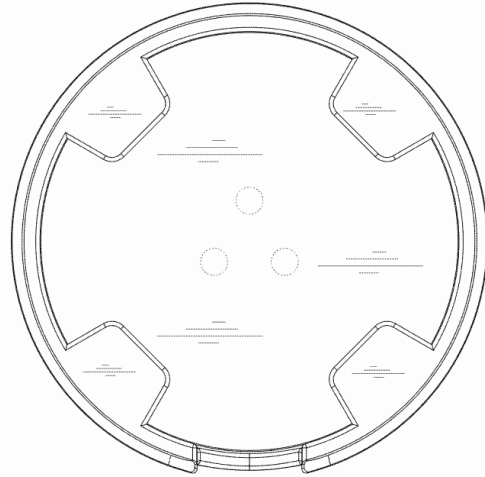
3 36. The ASIN B07R7MDQL9 design embodied in the Integral Product includes the  
 4 same overall cylindrical structure, expandable base, surface grooves, and rim-mounted protrusions  
 5 as claimed in the '229 Patent. A side-by-side comparison of the Integral Product and the figures  
 6 of the '229 Patent reveals that the two designs are substantially identical.



22 <sup>4</sup> See [https://www.amazon.com/gp/customer-reviews/R35FB3N6YI6PLJ/ref=cm\\_cr\\_getr\\_d\\_rvw\\_ttl?ie=UTF8&ASIN=B07R7MDQL9](https://www.amazon.com/gp/customer-reviews/R35FB3N6YI6PLJ/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8&ASIN=B07R7MDQL9), last visit on July 12, 2025.



ASIN B07R7MDQL9 - Top view



The '299 Patent - Top view

37. Because the design claimed in the '229 Patent was publicly disclosed, described, and offered for sale in the United States before the filing date, it is anticipated under 35 U.S.C. § 102 and therefore invalid.

38. Alternatively, to the extent there are any differences between the claimed design and the above prior art, such differences are minor and do not result in a distinctly different overall visual impression.

39. For example, another product sold under Amazon ASIN B07PMHPJJF, branded as "Seven Sparta," was publicly offered for sale on Amazon.com as early as March 13, 2019. As shown below, the product is visually identical to the design claimed in the '229 Patent. *See Exhibit 4.*



B07PMHPJF - Perspective view

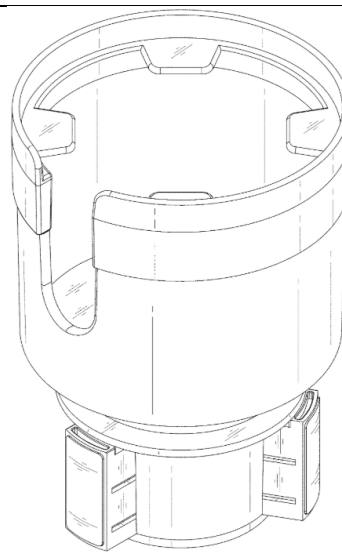
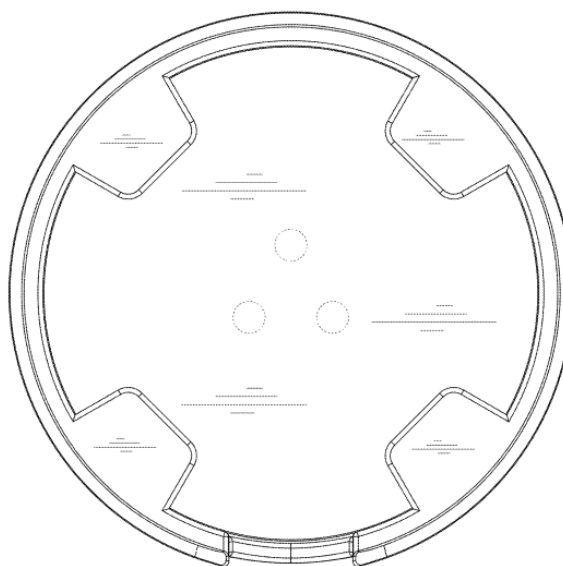


FIG. 1

The '999 Patent - Perspective view


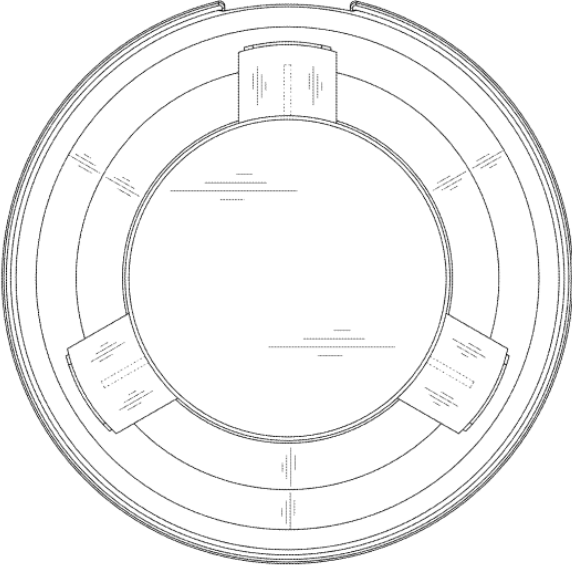


B07PMHPJF - Top view



The '999 Patent - Top view



	
B07PMHPJJF - Bottom view	The '299 Patent - Bottom view

40. Because this product was publicly disclosed in the United States more than one year before the effective filing date of the '229 Patent, and is identical in design, it anticipates the claimed design and renders the '229 Patent invalid under 35 U.S.C. § 102(b).

41. It is worth noting that the brand name "Seven Sparta" is identical to that of Defendant SEVEN SPARTA CORP. Given that the product sold under this brand is identical in design to what is claimed in the '229 Patent, there is a reasonable basis to infer that the Amazon listing for ASIN B07PMHPJJF was sold either by Defendant or by a closely affiliated entity. Defendant was aware of this prior art yet proceeded to seek patent protection for the same design. The commercial exploitation of the claimed design more than one year before the effective filing date triggers the on-sale bar under 35 U.S.C. § 102(b). Defendant's knowing failure to disclose such prior art, despite its awareness of the earlier public use, constitutes inequitable conduct. Defendant's pursuit



1 of patent protection in the face of such prior disclosures reflects a deliberate and knowing abuse  
2 of the patent system.

3 42. The '229 Patent is also unenforceable due to Defendant's inequitable conduct before  
4 the United States Patent and Trademark Office, including the intentional failure to disclose  
5 material prior art with the intent to deceive the examiner.

## 6 **COUNT II**

### 7 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

8 43. Plaintiff incorporates by reference the preceding paragraphs as though fully set forth  
9 herein.

10 44. Since the '229 Patent is invalid for failing to comply with at least the conditions of  
11 patentability set forth in 35 U.S.C. §§ 102 and 103, it is axiomatic that the Non-Infringing Cup  
12 Holder Expander does not infringe the '229 Patent. See *Commil USA, LLC v. Cisco Sys., Inc.*, 575  
13 U.S. 632, 644 (2015) (“[A]n invalid patent cannot be infringed.”).

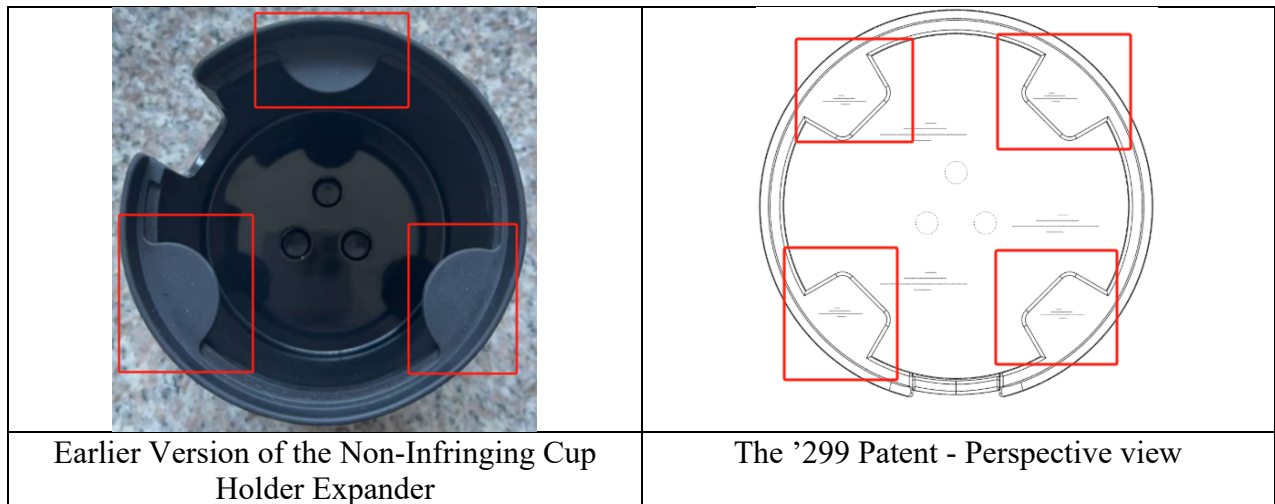
14 45. Moreover, even assuming arguendo that the '229 Patent is valid and enforceable,  
15 Plaintiff's Non-Infringing Cup Holder Expander does not infringe the claimed design under the  
16 “ordinary observer” test. See *Egyptian Goddess, Inc. v. Swisa, Inc.*, 543 F.3d 665, 678 (Fed. Cir.  
17 2008) (en banc).

18 46. Where, as here, the design field is crowded and there exists substantial prior art—  
19 including ASIN B0752DZ1SB, B07R7MDQL9 and B07PMHPJF —even minor differences  
20 between the accused product and the claimed design are likely to be significant to the ordinary  
21 observer. See *Lanard Toys Ltd. v. Dolgencorp LLC*, 958 F.3d 1337, 1344 (Fed. Cir. 2020).

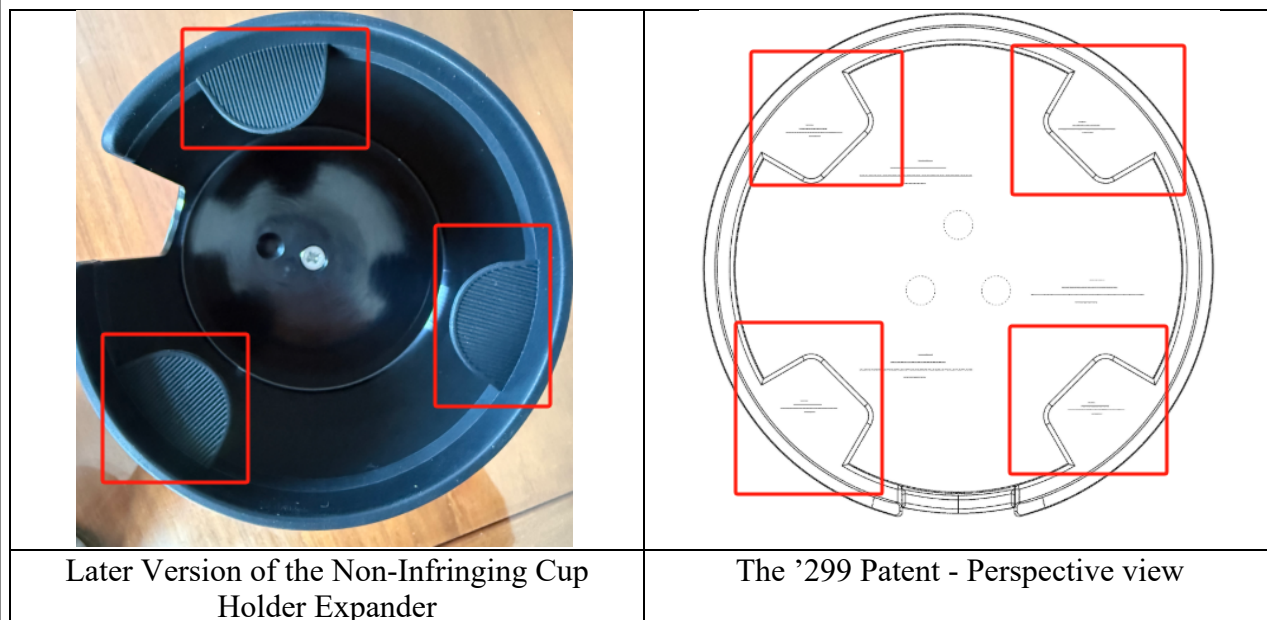
22 47. Plaintiff's Non-Infringing Cup Holder Expander, sold under ASIN B0C7SVNF9H,

1 includes an earlier version (the “Earlier Version”, published on July 21, 2023) and a later version  
 2 (the “Later Version”, published on January 6, 2024) .

3 48. As shown in the side-by-side comparison below, Plaintiff’s Earlier Version of the  
 4 Non-Infringing Cup Holder Expander lacks at least one key features present in the claimed design  
 5 of the ’229 Patent. Specifically, it lacks the four trapezoidal rim-mounted protrusions required by  
 6 the ’229 Patent and instead has three rounded, semicircular protrusions on the rim.

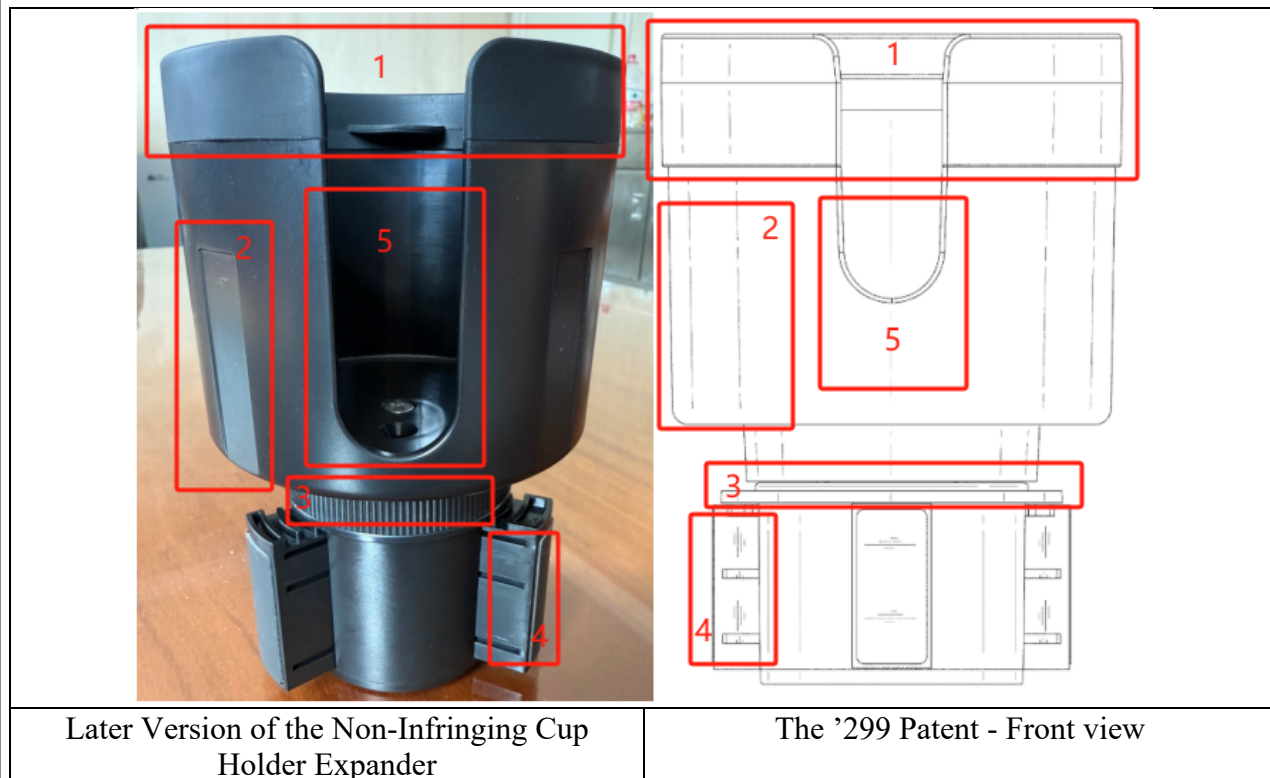


14 49. As shown in the side-by-side comparison below, Plaintiff’s Later Version of the  
 15 Non-Infringing Cup Holder Expander lacks at multiple key features present in the claimed design  
 16 of the ’229 Patent:  
 17



(a) Rim-Mounted Protrusions

The Later Version of the Non-Infringing Cup Holder Expander lacks the four trapezoidal rim-mounted protrusions required by the '229 Patent and instead has three rounded, semicircular protrusions on the rim.



(b) Upper Rim Contour (Position 1)

The '229 Patent depicts a prominent horizontal contour line near the top rim of the cup body, creating a segmented appearance between the rim and the main cylinder.

The Later Version of the Non-Infringing Cup Holder Expander lacks this contour line and presents a smooth, uninterrupted upper profile. This difference results in a distinct overall silhouette.

(c) Surface Grooves (Position 2)

The Later Version of the Non-Infringing Cup Holder Expander includes multiple wide and deep vertical grooves on the outer surface of the cup body. These grooves are visually dominant and introduce segmented styling. The '229 Patent, in contrast,

1 depicts a smooth and continuous cylindrical surface without any such grooves, leading  
2 to a materially different visual impression.

3 (d) Peripheral Ring Structure (Position 3)

4 At the lower portion of the cup, the Later Version of the Non-Infringing Cup Holder  
5 Expander features a series of ribbed surface elements arranged in a ring around the  
6 circumference of the cup, without any protruding flange or elevation. By contrast,  
7 the '229 Patent includes a raised, narrow ring at the same location, with a smooth  
8 surface, which alters the bottom contour and creates a distinct visual segmentation.

9 (e) Base Clamp Module (Position 4)

10 The clamping modules at the bottom of the Later Version of the Non-Infringing Cup  
11 Holder Expander include three unevenly spaced vertical grooves and appear  
12 significantly thicker and more mechanical. In contrast, the '229 Patent shows slim  
13 modules with evenly spaced and minimal surface detail. The configuration and visual  
14 massing of the clamps in the Later Version of the Non-Infringing Cup Holder  
15 Expander alter the overall balance of the design.

16 (f) Front Opening Shape and Depth (Position 5)

17 The front cutout in the Later Version of the Non-Infringing Cup Holder Expander  
18 extends nearly the full height of the cup body and exposes inner recesses and surface  
19 transitions. By contrast, the '229 Patent shows a shallower, more refined cutout that  
20 terminates well above the base. The depth and interior visibility of the Later Version  
21 of the Non-Infringing Cup Holder Expander's opening significantly affect the overall  
22 visual character.



1 from selling the product on Amazon.com, has lost sales and customer goodwill, and has suffered  
2 reputational harm to its seller profile.

3 **COUNT IV**

4 **(Violation of Washington Patent Troll Prevention Act and Consumer Protection Act –**

5 **RCW 19.350 et seq. and RCW 19.86 et seq.)**

6 58. Plaintiff incorporates by reference and realleges all preceding paragraphs of this  
7 Complaint as if fully set forth herein.

8 59. Defendant has made bad faith assertions of patent infringement against Plaintiff by  
9 filing a patent infringement complaint with Amazon alleging that the Non-Infringing Cup Holder  
10 Expander infringes the '229 Patent.

11 60. Defendant's complaint resulted in Amazon delisting Plaintiff's key product listings,  
12 thereby causing substantial commercial harm, including loss of sales, reputational injury,  
13 inventory disposal, and loss of access to Plaintiff's primary U.S. sales platform.

14 61. Defendant's conduct constitutes a bad faith assertion of patent infringement in  
15 violation of the Washington Patent Troll Prevention Act (RCW 19.350).

16 62. On information and belief, this is not the first time Defendant has engaged in bad-  
17 faith patent enforcement on Amazon. Defendant previously submitted repeated complaints on  
18 September 11, 2024, and September 14, 2024, alleging infringement of U.S. Design Patent No.  
19 D1,012,819 against the Non-Infringing Cup Holder Expander listed under ASINs B0C7SVNF9H,  
20 B0CQ1SK2MB, and B0C7SSRR5J. Those complaints also resulted in the temporary removal of  
21 Plaintiff's listings by Amazon. Although the listings were eventually reinstated following  
22 Plaintiff's successful appeals, the takedowns at the time caused significant disruption and  
23

1 commercial losses.

2 63. Defendant used its bad faith patent infringement complaint to cause the improper  
3 removal of Plaintiff's competing products from Amazon, and listed its own competing product to  
4 unfairly capture sales opportunities that rightfully belonged to Plaintiff.

5 64. Defendant's violation of the PTPA also constitutes a violation of the Washington  
6 Consumer Protection Act which prohibits unfair or deceptive acts or practices in the conduct of  
7 trade or commerce. See RCW 19.350.030; RCW 19.86.090.

8 65. Defendant's acts are unfair and deceptive business practices that threaten the public  
9 interest by undermining commercial trust, deterring innovation, and harming investment in lawful  
10 e-commerce and product development activities.

11 66. Plaintiff has suffered actual injury as a result of Defendant's unlawful conduct and  
12 is entitled to relief under the PTPA and CPA, including actual damages, treble damages as  
13 permitted by law, reasonable attorneys' fees, and injunctive relief prohibiting Defendant from  
14 further asserting the '229 Patent in bad faith.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs pray for the following relief:

17 a. Damages, treble damages, and attorney fees pursuant to RCW 19.86.090 for  
18 Defendant's violation of the PTPA and CPA.

19 b. A declaration that the '229 Patent is invalid and unenforceable;

20 c. A declaration that the Non-Infringing Cup Holder Expander does not  
21 infringe any valid or enforceable claim of the '229 Patent;



1 d. A judgment that Defendant has tortiously interfered with Plaintiff's  
2 prospective economic advantage;

3 e. Ordering that Defendant shall immediately withdraw or revoke any  
4 complaints submitted to Amazon alleging infringement of the '229 Patent with respect to  
5 Plaintiff's Non-Infringing Cup Holder Expander;

6 f. Granting preliminary and permanent injunctive relief enjoining Defendant,  
7 its officers, agents, employees, affiliates, and all persons acting in concert with them from asserting  
8 or threatening to assert the '229 Patent against Plaintiff, including but not limited to any further  
9 notices or correspondence directed to Amazon or any third-party platform;

10 g. Ordering Defendant to file with the Court, and serve on Plaintiff's counsel,  
11 within fourteen (14) days of the entry of such order, a written report under oath confirming  
12 compliance with any injunctive relief granted by this Court;

13 h. Awarding Plaintiff damages or restitution sufficient to compensate for lost  
14 sales and revenue resulting from the delisting of its Non-Infringing Cup Holder Expander on  
15 Amazon, in an amount to be determined at trial;

16 i. Awarding Plaintiff damages for losses arising from stranded inventory,  
17 storage fees, and inventory removal expenses caused by Amazon's delisting of the Non-Infringing  
18 Cup Holder Expander, in an amount to be determined at trial;

19 j. Awarding Plaintiff damages for harm to goodwill, reputation, customer  
20 reviews, star ratings, and Amazon marketplace rankings associated with the delisted ASIN, in an  
21 amount to be determined at trial;

1 k. A declaration that this case is exceptional and an award to Plaintiff of its  
2 costs, expenses, and reasonable attorneys' fees incurred in this action pursuant to 35 U.S.C. § 285;  
3 and

4 l. Awarding Plaintiff enhanced damages based on Defendant's willful  
5 misconduct and the exceptional nature of this case, including double or treble damages pursuant  
6 to applicable law;

7 m. Awarding Plaintiff compensatory, general and special, consequential, and  
8 incidental damages in an amount to be determined at trial;

9 n. Awarding Plaintiff exemplary, punitive, statutory, and enhanced damages  
10 where appropriate under applicable law;

11 o. Awarding Plaintiff pre-judgment and post-judgment interest as permitted by  
12 law;

13 p. Such other and further relief as the Court may deem just and proper.  
14

15 **DEMAND FOR JURY TRIAL**

16 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial  
17 by jury on all issues so triable.  
18  
19  
20  
21  
22  
23

1  
2 DATED: July 14, 2025

**SHM LAW FIRM**

3 By: s/ Jianwei Wang

4 Jianwei Wang, Esq.  
5 Washington State Bar No. 63131  
6 Alight Law P.C.  
7 M: 4202 Meridian St  
8 Ste 105-313  
9 Bellingham, WA 98226  
10 P:(650)468-0560  
11 Email: [andy.w@alightlaw.com](mailto:andy.w@alightlaw.com)

12 Hongchang Deng (admitted *pro hac vice*)  
13 [Deng.hongchang@shm.law](mailto:Deng.hongchang@shm.law)  
14 SHM LAW FIRM  
15 25F, China Resources Tower  
16 2666 Keyuan South Road, Nanshan  
17 Shenzhen, 518052, China  
18 M: +8618681567690

19 *Attorney for Plaintiff*  
20 CIXISHIHUALONGDIANZIYOUXIANGONGSI  
21 d/b/a TYKOR  
22  
23  
24

COMPLAINT FOR DECLARATORY JUDGMENT  
CASE No.: 2:25-CV-01313

ALIGHT LAW P.C.  
4202 MERIDIAN ST  
STE 105-313  
BELLINGHAM, WA 98226  
TELEPHONE: (650) 468-0560